

CONTRACT OPERATION AGREEMENT
FOR RAMONA WATER TREATMENT & DISTRIBUTION SYSTEM

SECTION I

PARTIES:

The parties to this agreement are the Town of Ramona, PO Box 37, Ramona, SD 57054 and Kingbrook Rural Water System Inc., PO Box 299, Arlington, SD 57212, herein called "Kingbrook RWS".

SECTION II

DESCRIPTION OF SYSTEM:

Ramona is owner of a water system consisting of distribution mains, water tower, valves, fire hydrants, curb stops, water meters and other appurtenances. The water system also consists of two wells, pump house with piping and valves. There are 100 service connections. The EPA ID for the system is 0252.

It is understood by both parties that, where applicable, all service lines running from the curb stop to the residence are not considered part of the water system and are considered the responsibility of the resident.

SECTION III

PURPOSE:

Kingbrook RWS is a public water system and owns and operates a rural water treatment and distribution system in the area of Ramona. Ramona is owner of a public water system that requires a Certified Operator for water treatment and for operation and maintenance of its water distribution system. Ramona is desirous of contracting with Kingbrook RWS to perform its required treatment and distribution system operations.

SECTION IV

DUTIES OF KINGBROOK RWS AS OPERATOR:

During the term of this agreement, Kingbrook RWS will be in Direct Responsible Charge of the Ramona water treatment and distribution system and shall perform the following duties:

- Weekly site visit visually inspecting the treatment & distribution system.
- Provide timely water sampling, testing and reporting as necessary to comply with state and federal regulations. Costs for all required SD Department of Environment and Natural Resources (SD DENR) sampling

shall be in addition to the compensation outlined for service in this contract and shall be billed to Ramona.

- Maintain sampling and testing records as necessary to comply with state and federal regulations.
- Be on site for all required site inspections by SD DENR personnel.
- Exercise all main valves once per year.
- Periodically monitor chlorine residual measurements in the distribution system to maintain a free chlorine level of at least 0.3 mg/l.
- Provide 24-hour on-call service 7 days per week for system failure.
- Provide other services in a reasonable manner as may be requested by Ramona as outlined in the "Duties of Ramona as Owner" section of this agreement.

DUTIES OF RAMONA AS OWNER:

Ramona shall provide all requested water system information for Kingbrook RWS to manage the water system including, but not limited to, any and all "as built" plans and maps of the water system, any operation manuals and spare parts. Ramona shall further provide and pay for all necessary repairs to the water system in order to maintain the same and shall make such repairs and enhancements as are necessary to provide safe drinking water or as are required by the SD DENR for maintenance of its certification as a public water system. Ramona shall make every effort to notify Kingbrook RWS of any planned or unplanned work to be performed on the water system.

In addition Ramona shall pay additional fees for the following requested services:

- Water meter testing, repair or change out.
- Flushing, straightening or replacement of any curb stop or main valve or valve risers.
- Repair of wells and associated pump house appurtenances and any water leaks on meters, curb stops, valves, fire hydrants or pipelines.

Such fees shall be billed according to the fee schedule as set forth on the attached Exhibit A.

SECTION V

COMPENSATION:

Ramona agrees to compensate Kingbrook RWS for its services the sum of \$200.00 per month plus any applicable taxes.

Services shall be invoiced by Kingbrook and due by the 20th of every month.

SECTION VI

TERM AND EXTENSION:

This contract shall be effective April 14, 2020 and shall continue for a period of one (1) year to the anniversary date. This agreement shall automatically renew for an additional year unless Ramona or Kingbrook RWS gives written notice to the other not later than sixty (60) days prior to the end of the term of its intention to terminate this agreement. All of the terms and conditions of the agreement applicable hereto shall continue in full force and effect for the additional term.

INSURANCE:

Kingbrook RWS agrees to maintain Worker's Compensation and Employer Liability insurance coverage throughout the term of this agreement and to furnish Ramona a current Certificate of Insurance on an annual basis.

INDEMNIFICATION AND HOLD HARMLESS:

Kingbrook RWS and Ramona shall mutually hold each other harmless, indemnify and defend each other, and their successors and assigns against any actions or claims which may be asserted or brought against them, including all costs and attorney fees, which may in any way, arise out of or connected with this Agreement. In no event will either party be liable for indemnifying and holding the other party harmless if such claim or action is due to the other parties' negligent acts or omissions.

SECTION VII

RELATIONSHIP BETWEEN PARTIES:

Ramona contracts with Kingbrook RWS as an independent party and solely for the purposes set forth in this agreement. Kingbrook RWS or its personnel shall not be considered as employees, joint venture or partner in the operation, maintenance and service of the water system.

SECTION VIII

RESPONSIBILITY:

Kingbrook RWS shall perform its services through certified/qualified personnel in a good and workmanlike manner and in accordance with generally accepted safety practices.

SECTION IX

TERMINATION:

- A. Termination Without Cause: Either party hereto may terminate this agreement without cause upon ninety (90) days written notice of termination delivered to the affected party by first class mail.
- B. Termination for Breach: In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this agreement at any time after a reasonable opportunity to cure such breach. Such opportunity not to exceed thirty (30) days. If the breaching party, prior to expiration of such period, has cured the breach, this agreement shall remain in effect for the balance of its current term.

SECTION X

ENTIRE AGREEMENT:

This agreement shall be construed in accordance with the laws of the State of South Dakota and shall constitute the entire agreement between the parties. Any and all prior written or oral agreements are replaced hereby. All section headings in this agreement have been inserted for convenience only and are not to be construed as part of the agreement itself. Wherever a requirement for performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need has been given and received.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 12 day of May, 2020.

Kingbrook Rural Water System, Inc.


General Manager

Ramona:


Mayor or Council Member

EXHIBIT A

The following rates shall be charged in addition to the compensation outlined in Section V when Kingbrook RWS is requested to perform the following services:

- Water meter testing, repair or change out.
- Flushing, straightening or replacement of any curb stop or main valve or valve risers.
- Repair of wells and associated pump house appurtenances and any water leaks on meters, curb stops, valves, fire hydrants or pipelines.

Labor	\$45.00 per hour, per operator
Pickup Truck Mileage	\$.65 per mile
Materials	At cost to Kingbrook RWS
Outside Contractors Employed	Actual invoice cost

Such fees to be reviewed annually by Kingbrook RWS and any resulting adjustments to be presented in writing to Ramona.

Black Hills Septic & Pumping Services LLC.

Rick Harris.

Small water treatment operator # 3369.

Larsson's Crooked Creek Resort,
24184 US 385, Hill City, SD 57745.
EPA # 0527 & 2171.

Description of the system. 80 RV sites, 15 cabins, 1 office, 2 showerhouses & 14 motel rooms. 2 private wells with pellet chlorinators.

Purpose of contract. No certifide operator on site.

Duties of the contracted operator. To be in direct charge of the operation and maintenance of the water system.

Take chlorine residual measurements and maintain a chlorine level of at least 0.3 mg/l.

Collect and submit all water samples.

Shall be on site at least once a week to perform necessary job tasks.

Shall maintain a valid operator certificate while this contract is in effect.

Payment amount, 150.00 per month.

This is a monthly contract, that began on the 6th of May 2020.

Operator 
Larsson's Crooked Creek Resort .

Black Hills Septic and Pumping Services LLC.

Rick Harris.

Small water treatment operator # 3369.

Whispering Winds Cottages,

P.O. Box 400. Hill City SD 57745

EPA # 2300

Description of the system. 8 RV sites, 10 cabins, 1 house/office
2 showerhouses. Chlorine pellet chlorinator. Private well.

Purpose of contract. No certified operator on site.

Duties of the contract operator. To be in direct charge of the
operation and maintenance of the water system.

Take chlorine residual measurements and maintain a chlorine
level of at least 0.3 mg/l.

Collect and submit all water system samples.

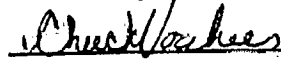
Shall be onsite at least once a week to perform necessary job
tasks.

Shall maintain a valid operator certificate while this contract
is in effect.

Payment amount, 150.00 per month.

This is a monthly contract, that began on the 2nd of June,
2020.

Operator, .

Whispering Winds, .



Clearwater Consulting & Water Management, LLC

PO Box 761, Black Hawk, SD 57718

Phone: (605) 786-4366

email: clearwater@rap.midco.net

April 13, 2020

0534

Boulder Canyon Country Club
Mr. C. Russ Grover, Golf Course Superintendent
PO Box 305
Sturgis, SD 57785

Subject: Contract for Services
Water System Operation and Oversight
Boulder Canyon Country Club
Near Sturgis, South Dakota

Dear Mr. Grover:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to submit this proposal to provide water system operation and oversight services at the Boulder Canyon Country Club located near Sturgis, South Dakota. Review of the available information indicates that the water system is classified as a transient water system and currently serves the clubhouse at the Boulder Canyon Country Club. The water system operates only when the clubhouse is open to the public, typically late April/early May through late October. A chlorination system is currently in operation at the site to maintain an approximate 0.5 to 1.0 part per million free chlorine residual. Water is currently supplied from one well completed at approximately 100 feet below grade.

We have assumed the following in preparation of this task and cost summary:

1. Electrical costs, treatment chemicals, laboratory testing and state and local taxes are not included in our estimate.
2. Services and fees for wastewater management are not included in our estimate.
3. System equipment will be reasonably accessible to Clearwater Consulting personnel at all times. Access will be provided to all locked gates, well pits, equipment enclosures, etc.

TASK SUMMARY

Based on the above information and information provided by you, we propose to provide the following services.

System Operation Services

- visit the site one time weekly to inspect treatment system, well pumps and/or storage tanks,
- provide timely water sampling and testing as necessary to comply with state and federal regulations,
- maintain sampling and testing records as necessary to comply with state and federal regulations,
- provide a monthly report of activities as well as copies of appropriate laboratory reports,
- notify you of problems and/or non-compliance issues pertaining to the laboratory testing or water system operation,
- interface with South Dakota DENR personnel during inspections and as needed throughout the year on issues pertaining to water testing and system operation,
- maintain appropriate state certifications as necessary to comply with state and federal regulations,
- maintain direct responsible charge of the water system treatment and distribution system operations and maintenance.

Based on the available information, we anticipate costs of \$250.00 per month to complete the referenced scope.

Items not included in the above cost estimate include emergency call outs, re-sampling services, water treatment system/equipment evaluation, design and installation, water line repair and other non-routine time and optional services. Non-routine time and optional services will be provided only upon request of the Boulder Canyon Country Club and will be charged at a rate of \$60.00 per hour. Please note that a minimum of three hours, from the time of notification, will be required to respond to an emergency call out or other requested non-routine service.

Please be advised that Clearwater Consulting reserves the right to revise the estimated costs presented above on an annual basis (from the date of this proposal).

Clearwater Consulting has extensive experience in the operation/sampling of water systems such as yours. We will be able to provide your water system with a full range of services including water sampling, system operation and management, system maintenance, and reliable/on-time compliance monitoring and reporting. We can also, upon request, provide optional services including water right application preparation, business plan preparation, water treatment system design and installation, water meter installation, disinfection by-product monitoring plan preparation, implementation and reporting, consumer confidence report preparation, storage tank inspections, testing waiver application and processing, well siting/permitting, meter reading and water system administrative/billing.

Clearwater Consulting is fully certified, licensed and insured. Certificates of insurance, copies of business licenses, certifications and references are available upon request.

Please note that contract review and approval are required by the DENR. Should you choose to accept this proposal please indicate your acceptance by signing, dating and returning one copy of this proposal to us. The second copy is for your records. Upon receipt of the executed proposal we will forward copies to the DENR for their review.

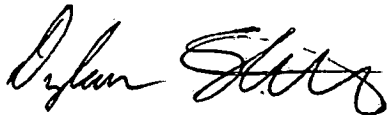
This contract, if initiated, can be terminated for cause or convenience by either party with 30 days written notice. In the event of termination, Clearwater Consulting will be entitled to invoice Boulder Canyon Country Club for services performed through the effective date of termination.

Thank you for your consideration on this project. If you have any questions or need additional information, please don't hesitate to give us a call at 605-786-4366.

Respectfully,



Matthew P. Anderson
Clearwater Consulting and Water Management, LLC
PO Box 761
Black Hawk, SD 57718



Dylan L. Striebel
Clearwater Consulting and Water Management, LLC
PO Box 761
Black Hawk, SD 57718

PROPOSAL ACCEPTANCE

Signature



Date

5/19/20

Typed/Printed Name

RUSS GROVER

Company

BOULDER CANYON COUNTRY CLUB



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

The following outlines the water operation contract between Golden Hills LLC and Dakota Pump Inc. for the Golden Hills Water System.

Section 1) Parties Involved

1. Tim Weber Dakota Pump Inc. 12065 Quaal RD Suite 99 Blackhawk, SD 57718
2. Tim holds certificates for Class 4 Water Treatment State of SD and Class 4 Water Distribution State of SD
3. The system we will be working on for this contract is Golden Hills LLC address is 21000 Noble Grand Loop Rd Deadwood SD 57732.

2284

Subdivision

Section 2) Description of the System

The Golden Hills Water System located just east of Deadwood. They currently has 12 service connections and will shortly have over 15 connection. The source for the system is ground water that is produced from one well. The treatment present on the system is chlorination. The water is then boosted to an above ground storage tank and distributed to the rest of the system.

Section 3) Purpose of the Contract

Golden Hills is currently in need of a system operator that has a qualified certification. Golden Hills needs sampling, testing, and reporting. They have also indicated they want people who can help maintain and plan upgrades to their system.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. For this year that means Dakota Pump Inc. will from June moving forward take all the samples for BCT, Lead and Copper, THC, VOC, Nitrate, and SOC that are required. We will take samples and deliver them to the lab. Golden Hills LLC will be required to make payment to the lab for required testing. Dakota Pump Inc will order chemical from Hawkins as needed. Invoices for the chemical will be sent to and paid for by Golden Hills LLC. Dakota Pump Inc will take Chlorine residual measurements and help to adjust distribution to maintain a level of at least .3mg/l in all areas of the system. We will be doing weekly onsite visits of the well/booster house and chem feed system. The goal is to help maintain efficient systems operation. Upgrades and improvements will be agreed to in separate quotes outside of this contract based on specific needs at that time. Anything outside of taking samples, testing, and weekly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Dakota Pump Inc will take responsibility for operations and testing of the water system. A maintenance schedule and budget will be developed along with Golden Hills LLC. Dakota Pump Inc. will not be responsible for anything beyond the curb box. Any on site work or construction can be discussed but it not covered in this contract.

Our initial inspection of the current system indicates adjustment to the injection of chlorine will be needed once the tank on the existing system is brought on line. After that tank is brought online additional equipment may be needed to maintaining the correct residual needed to meet state requirements.



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

Section 5) Payment Amount

A monthly fee of \$500 dollars plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$135 per hour per man plus equipment and materials. The 135 per hours is for normal business hours that are 8am to 5pm Monday through Friday. Anything outside that time frame will be billed at \$190 per hour per man. Jobs or system upgrades that can be planned will be quoted and agreed to prior to work starting. Dakota Pump will send an invoice for the first month of this contract which is July of 2020 for \$500 to get sampling and site visits started. Other items to be billed on a cases by cases basis at rates listed above plus taxes.

Section 6) Dates

The billing rates of the contract as laid out above will be good for the remainder of 2020. During this time either party may walk away or cancel at any time for any reason. The contract is good for 2020 and ends December 31st 2020 for freezing rates as listed above for the taking of samples and sites visits once a week as well as hourly rates for other projects. At the end of the contract a new contract can be negotiated by both sides or this may be extended if both parties are comfortable.

Section 7) Signatures



Kurt Campbell

Golden Hills LLC

21000 Nobel Grand Loop Road

Deadwood SD 57732



Will Lind

Dakota Pump Inc

12065 Quaal RD Suite 99

Blackhawk, SD 57718

AGREEMENT
BETWEEN THE CITY OF TIMBER LAKE
AND
JASON VOEGELE

This contract is written for and between the City of Timber Lake (hereinafter called "City") and Jason Voegele (hereinafter called "Operator") for the operation of the City's water system.

SECTION 1: PARTIES INVOLVED

1. Contract Operator: Jason Voegele
2. Contract Operator Address: 909 West Seventh Avenue
Mobridge, SD 57601
Telephone: 605-845-8567
Email: jkvoeg66@westriv.com
3. Contract Operator Number: 2298
4. Certificates Held by Contract Operator: Class II Water Treatment
Class II Water Distribution
5. Community Water System: City of Timber Lake
EPA Number: 0411
6. Water System Responsible Party: Josh Lemburg, Board President
700 Main Street
PO Box 431
Timber Lake, SD 57656
Telephone: 605-865-3790
Email: cityoftl@tllsd.us

SECTION 2: DESCRIPTION OF THE SYSTEM

1. Brief Description of Water System: The City's water system serves residential and commercial customers (population of 435) with an average of 33,000 gallons of water per day. The City water system has four (4) wells that each pump into the distribution system. The water distribution system is comprised of one 50,000-gallon water tower and an approximate 21,120 feet of main line. The City's water loss ratio is determined to be compliant with the SD-DENR Standard.
2. Number of Service Connections: 215
3. Type of Treatment Present: Chlorine and Phosphate Inhibitor
4. Water Source: Groundwater from the Fox Hills Aquifer

SECTION 3: PURPOSE OF THE CONTRACT

The City lacks a certified water operator. The purpose of this contract is to fulfill the State and Federal requirements for a certified water operator and to train City's new hire for a minimum of one year.

SECTION 4: DUTIES OF THE CONTRACT OPERATOR

Operator is in direct responsible charge of all operations and maintenance of the City's water system. A list of duties is as follows:

1. Maintain a valid operator certificate while this contract is in effect.
2. Oversee the timely submission of all water system samples. Collect and submit all routine and repeat water system samples, as necessary.
3. Oversee the water line flushing as scheduled by the City (fall and spring).
4. Oversee the exercising of all hydrants and valves on a regular basis or as scheduled by the City.
5. Provide technical assistance on customer meters as needed.
6. Provide technical assistance on customer complaints on water quality/quantity issues.
7. Take chlorine residual measurements and maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system.
8. Oversee and submit required drinking water reports to South Dakota Department of Environment and Natural Resources (SD-DENR) and Environmental Protection Agency (EPA).
9. Be on-site for all Environmental Protection (EPA) and Department of Environment and Natural Resources (DENR) inspections.
10. Oversee compliance with operational, maintenance, and administrative records of all water system activities.
11. Oversee the maintenance of efficient system operation and maintenance (on-going and preventative).
12. Provide input to the City's budget for water system operation and maintenance, as necessary.
13. Oversee good safe working environment.
14. Analyze operational data to determine changes and improvements for more efficient operation.
15. Establish operator training program for City's new hire and City staff.
16. Be available at all times for emergency situations.
17. Be on-site at least one (1) day per week and at least two (2) hours per week, minimum.
18. Report to the City's Board of Trustees at least quarterly (January-April-July-November) and more frequently as deemed necessary.

SECTION 5: PAYMENT AMOUNT

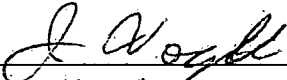
The City will compensate Operator a sum of \$30.00 per hour. Time shall include drive-time to and from home-base located in Trail City, SD. Compensation shall occur once monthly through the City's regular payroll. Operator shall maintain a valid time record and report.

SECTION 6: DATES

This contract shall begin July 8, 2020 and end December 31, 2021 or upon the date the City no longer lacks a certified operator.

SECTION 7: SIGNATURES OF ALL PARTIES INVOLVED

OPERATOR



Jason Voegele

Date: 7/29/2020

CITY OF TIMBER LAKE

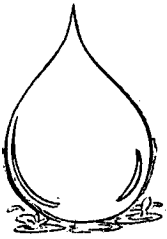


Josh Lemburg, Board President

Date: 8-5-20

SD DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (SD-DENR)

Date: _____
Rob Kittay, Secretary – Board of Operator Certification



Clearwater Consulting & Water Management, LLC

PO Box 761, Black Hawk, SD 57718

Phone: (605) 786-4366

email: clearwater@rap.midco.net

May 7, 2020

Summerset Hotel
Mr. Nabeel Chan
7900 Stagestop Road
Summerset, SD 57718

Subject: Contract for Services
Interim Water System Operation and Oversight
Summerset Hotel
Near Summerset, South Dakota

2205

Dear Mr. Chan:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to submit this proposal to provide water system operation and oversight services on an interim basis at the Summerset Hotel located near Summerset, South Dakota. Review of the available information indicates that the water system is classified as a transient non-community water system. A chlorination system is currently in operation at the site to maintain an approximate 0.5 to 1.0 part per million free chlorine residual. Water is currently supplied from one well completed at approximately 1090 feet below grade.

We have assumed the following in preparation of this task and cost summary:

1. Electrical costs, treatment chemicals, laboratory testing and state and local taxes are not included in our estimate.
2. Services and fees for pool sampling and wastewater management are not included in our estimate.
3. System equipment will be reasonably accessible to Clearwater Consulting personnel at all times. Access will be provided to all locked gates, well pits, equipment enclosures, etc.

TASK SUMMARY

Based on the above information and information provided by you, we propose to provide the following services.

System Operation Services

- visit the site four times per month or as needed to inspect the water treatment system,
- provide timely water sampling and testing as necessary to comply with state and federal regulations,
- maintain sampling and testing records as necessary to comply with state and federal regulations,
- provide a monthly report of activities as well as copies of appropriate laboratory reports,
- notify you of problems and/or non-compliance issues pertaining to the laboratory testing or water system operation,
- interface with South Dakota DENR personnel during inspections and as needed throughout the year on issues pertaining to water testing and system operation,
- maintain appropriate state certifications as necessary to comply with state and federal regulations,
- maintain direct responsible charge of the water system treatment and distribution system operations and maintenance.

Based on the available information, we anticipate costs of \$250.00 per month to complete the referenced scope.

Items not included in the above cost estimate include emergency call outs, re-sampling services, water treatment system/equipment evaluation, design and installation, water line repair and other non-routine time and optional services. Non-routine time and optional services will be provided only upon request of the Summerset Hotel and will be charged at a rate of \$60.00 per hour. Please note that a minimum of three hours, from the time of notification, will be required to respond to an emergency call out or other requested non-routine service.

Please be advised that Clearwater Consulting reserves the right to revise the estimated costs presented above on an annual basis (from the date of this proposal).

Clearwater Consulting has extensive experience in the operation/sampling of water systems such as yours. We will be able to provide your water system with a full range of services including water sampling, system operation and management, system maintenance, and reliable/on-time compliance monitoring and reporting. We can also, upon request, provide optional services including water treatment system design and installation, disinfection by-product monitoring plan preparation, implementation and reporting, consumer confidence report preparation, storage tank inspections, testing waiver application and processing, well siting/permitting, meter reading and water system administrative/billing. Clearwater Consulting is fully certified, licensed and insured.

Summerset Hotel
May 7, 2020
Page 3

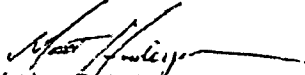
Certificates of insurance, copies of business licenses, certifications and references are available upon request.

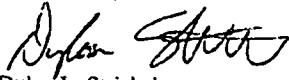
Please note that contract review and approval are required by the DENR. Should you choose to accept this proposal please indicate your acceptance by signing, dating and returning one copy of this proposal to us. The second copy is for your records. Upon receipt of the executed proposal we will forward copies to the DENR for their review.

This contract, if initiated, can be terminated for cause or convenience by either party with 30 days written notice. In the event of termination, Clearwater Consulting will be entitled to invoice Summerset Hotel for services performed through the effective date of termination.


Thank you for your consideration on this project. If you have any questions or need additional information, please don't hesitate to give us a call at 605-786-4366.

Respectfully,


Matthew P. Anderson
Clearwater Consulting and Water Management, LLC
PO Box 761
Black Hawk, SD 57718


Dylan L. Striebel
Clearwater Consulting and Water Management, LLC
PO Box 761
Black Hawk, SD 57718

PROPOSAL ACCEPTANCE

Signature		Date	5-7-20
Typed/Printed Name	Nabeel Khan		
Company	Summerset Hospitality LLC		

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PHONE 605.996.6636
EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

The following outlines the water operation contract between Centennial Vista Estates and Dakota Pump Inc. for the Centennial Vista Estates water system.

2280

Section 1) Parties Involved

1. Will Lind/Tim Weber Dakota Pump Inc. 12065 Quaal RD Suite 99 Blackhawk, SD 57718
2. Tim holds certificates for Class 4 Water Treatment State of SD and Class 4 Water Distribution State of SD. Will Lind and Jordan Olson both hold class 1 certificates in distribution and treatment
3. The system we will be working on for this contract Centennial Vista Estates Water System.

Section 2) Description of the System

The Centennial Vista Water System located just east of Spearfish SD. They currently have 12 service connections and serve 28 people. The source for the system is ground water that is produced from one well. The treatment present on the system is chlorination. The water is then boosted to an above ground storage tank and distributed to the rest of the system via a booster pump on the upper section of the system. The lower section of the system is pressurized via the well pump.

Section 3) Purpose of the Contract

Centennial Vista Estates is currently in need of a system operator that has a qualified certification and has a knowledge of drives, pumps and other equipment on site. Centennial Vista Estates needs sampling, testing, and reporting. They have also indicated they want people who can help maintain and plan upgrades to their system.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. For this year that means Dakota Pump Inc. will from September moving forward take all the samples for BCT, Lead and Copper, THC, VOC, Nitrate, and SOC that are required. We will take samples and deliver them to the lab. Centennial Vista Estates will be required to make payment to the lab for required testing. Dakota Pump Inc will if needed take Chlorine residual measurements and help to adjust distribution to maintain a level of at least .3mg/l in all areas of the system where required. We will be doing weekly onsite visits of the well/booster house and chem feed system. The goal is to help maintain efficient systems operation. Upgrades and improvements will be agreed to in separate quotes outside of this contract based on specific needs at that time. Anything outside of taking samples, testing, and weekly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Dakota Pump Inc will take responsibility for operations and testing of the water system. Dakota Pump Inc. will not be responsible for anything beyond the curb box. We will also not be responsible for anything in between the well house and the booster or beyond the booster. Any on site work or construction can be discussed but it not covered in this contract.



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

Section 5) Payment Amount

A monthly fee of \$375 dollars plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$100 per hour per man plus equipment and materials. The \$100 per hour is for normal business hours that are 8am to 5pm Monday through Friday. Anything outside that time frame will be billed at \$125 per hour per man. Jobs or system upgrades that can be planned will be quoted and agreed to prior to work starting. Dakota Pump will send an invoice for the first month of this contract which is September of 2020 for \$375 to get sampling and site visits started. Other items to be billed on a cases by cases basis at rates listed above plus taxes.

Section 6) Dates

The billing rates of the contract as laid out above will be good for the remainder of 2020. During this time ~~either party may walk away or cancel at any time for any reason.~~ The contract is good for 2020 and ends December 31st 2020. We will freeze rates as listed above for the taking of samples and sites visits once a week as well as hourly rates for other projects for the duration of this contract. At the end of the contract a new contract can be negotiated by both sides or this may be extended if both parties are comfortable.

Section 7) Signatures



Pat Walsh

Centennial Vista Estates

2816 Centennial Vista

Spearfish SD 57783

Will Lind


Dakota Pump Inc

12065 Quaal RD Suite 99

Blackhawk, SD 57718



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave. Mitchell, SD 57301

The following outlines the water operation contract between Henwick LLC/Sacora Station Mobile Home Park and Dakota Pump Inc. for the ~~Golden Hills Water System~~ **Sacora Station**

Section 1) Parties Involved

1. Tim Weber/Will Lind Dakota Pump Inc. 12065 Quaal RD Suite 99 Blackhawk, SD 57718
2. Tim holds certificates for Class 4 Water Treatment State of SD and Class 4 Water Distribution State of SD
3. The system we will be working on for this contract is Sacora Station Mobile Home Park. (EPA #0546)

Section 2) Description of the System

The Sacora Mobile Home Park Water System located just off I-90 in Summerset SD. They currently have 18 service connections and 42 persons served. The source for the system is ground water that is produced from the Black Hawk Water System.

Section 3) Purpose of the Contract

Sacora Mobile Home Park is currently in need of a system operator that has a qualified certification. Sacora station needs sampling, testing, and reporting.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. For this year that means Dakota Pump Inc. will from Aug moving forward take all the samples for BCT, Lead and Copper, THC, VOC, Nitrate, and ~~SOC~~ that are required. We will take samples and deliver them to the lab for testing. We will also make weekly site visits to the Sacora Mobile Park. Home Park Sacora Mobile Home Park will be required to make payment to the lab for required testing. Dakota Pump Inc will take Chlorine residual measurements as needed. We will be doing monthly onsite visits of the purpose of collecting samples. Anything outside of taking samples, testing, and monthly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Dakota Pump Inc will take responsibility for testing of the water system. Any on site work or construction can be discussed but it not covered in this contract.

Section 5) Payment Amount

A monthly fee of \$200.00 dollars plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$115.00 per hour per man plus equipment and materials. The \$115.00 per hours is for normal business hours that are 8am to 5pm Monday through Friday. Anything outside that time frame will be billed at \$135.00 per hour per man. Jobs or system upgrades that can be planned will be quoted and agreed to prior to work starting. Dakota Pump will send an invoice for the first month of this contract which is Aug of 2020 for \$200.00 to get sampling and site visits started. Other items to be billed on a cases by cases basis at rates listed above plus taxes.



PHONE 605 996 6636

EMAIL Sales@DakotaPump.com

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Section 6) Dates

The billing rates of the contract as laid out above will be good for the remainder of 2020. During this time either party may walk away or cancel at any time for any reason. The contract is good for 2020 and ends December 31st 2020 for freezing rates as listed above for the taking of samples and sites visits once a month as well as hourly rates for other projects. At the end of the contract a new contract can be negotiated by both sides or this may be extended if both parties are comfortable.

Section 7) Signatures

Jason Henry

A handwritten signature in black ink, appearing to read "J. Henry".

Henwick LLC

10013 Castlewood Ct

Summertset SD 57718

Will Lind

Dakota Pump Inc

12065 Quaal RD Suite 99

Blackhawk, SD 57718

A handwritten signature in black ink, appearing to read "Will Lind".

Aug 28 2020